

**NLRB CASE NO. 08-
CA-167313 –
GENERAL COUNSEL
EXHIBIT 120**

**BLUEFIELD HOSPITAL COMPANY, LLC d/b/a
BLUEFIELD REGIONAL MEDICAL CENTER**

&

CALIFORNIA NURSES ASSOCIATION

**BLUEFIELD REGIONAL MEDICAL CENTER
“PACKAGE PROPOSAL”**

AGREEMENT

November 2, 2015

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ARTICLE 1: RECOGNITION

The Hospital recognizes the Association as the exclusive collective bargaining agent for the RNs covered by the Certification issued by the National Labor Relations Board in N.L.R.B. Case No. 10 – RC - 087616 on September 25, 2012, for the purposes of negotiating over wages, hours and other terms and conditions of employment.

ARTICLE 2: PATIENT CARE

The Association recognizes that the United States Supreme Court and the National Labor Relations Board have declared that the singular purpose of an acute care hospital is to provide essential, often critical care and treatment to patients. See, *Beth Israel Hospital v. NLRB*, 437 US 483, 511-512 (1978); *NLRB v. Baptist Hospital, Inc.*, 442 US 773, 791-793 (1979); *St. John's Hospital & School of Nursing, Inc.*, 222 NLRB 1150 (1976).

The Association further recognizes that the United States Supreme Court held in *First National Maintenance v. NLRB*, 452 US 666 (1981) that management must be free from the constraints of the collective bargaining process to the extent necessary for the running of its business, and particularly with respect to matters that go to the heart of its entrepreneurial core.

The Association recognizes that patient care is the heart and core of the business of the Hospital, and that decisions relative to the delivery of patient care, the monitoring of patient care and the rectifying of any perceived inadequacies or irregularities in the quality or safety of the patient care provided by the Hospital are within the managerial prerogative of the Management of the Hospital in fulfilling its mission and satisfying all relevant regulatory requirements associated with the license issued to the Hospital.

The Hospital will continue to invite and consider the input of the RNs employed by the Hospital as concerns the delivery of patient care, the monitoring of patient care and the rectifying of any perceived inadequacies or irregularities in the quality or safety of the patient care provided by the Hospital in the same manner as in the past.

ARTICLE 3: MANAGEMENT RIGHTS

SECTION 1. The Hospital retains the exclusive right to manage the business with regard to which the Hospital is licensed of providing and monitoring safe, quality patient care, to direct, control and schedule its operations and work force of RNs, and to make any and all decisions affecting its business, whether or not specifically mentioned in this Agreement, and whether or not heretofore exercised, unless, and to the extent, the exercise of such managerial prerogatives may be abridged by an express provision of this Agreement. Such managerial prerogatives shall include, but not be limited to, the sole and exclusive rights to: hire, promote, layoff, recall, assign, transfer, suspend, discharge and/or discipline RNs; select and determine the number of its RNs who are employed at any one time, including the number assigned to the performance of any particular work; increase or decrease that number; direct and schedule the work force; determine the location and type of operation, including the methods, procedures, materials, technology and/or operations to be utilized, or to discontinue their performance and/or use by the Hospital's RNs, in whole or in part, and/or to sub-contract the same; hire or contract with per diem, temporary, agency or non-bargaining unit individuals; utilize volunteers; determine and schedule when overtime shall be worked; install or remove equipment and/or technology; transfer or relocate any or all of its operations or business to any location, or discontinue such operations or business, by sale or otherwise, in whole or in part, at any time; establish, increase or decrease the number of work shifts, the duration of any shift, and the starting and ending times of any shift; determine the work duties of the Hospital's RNs; promulgate, revise, post and enforce rules and regulations governing the conduct and performance of the Hospital's RNs; select supervisory RNs; train the Hospital's RNs; establish, maintain, revise or discontinue hospital functions, programs and standards of service, including quality improvement programs and processes; establish, change, combine or abolish job classifications and determine qualifications; determine reasonable work performance levels and standards of performance of the Hospital's RNs, and in all respects carry out the ordinary and customary functions of management.

SECTION 2. The Hospital, consistent with **SECTION 1**, above, shall have the exclusive right to assign any of the work required by new technology, equipment or processes to any division, department or location of the Hospital, including divisions, departments or locations not covered by this Agreement. The Hospital shall have the exclusive right to determine what constitutes such new technology, equipment or processes.

SECTION 3. The non-exercise of any managerial prerogative, whether or not expressly stated in this Agreement, shall not constitute a waiver of the exclusive right to exercise such managerial prerogative, consistent with **SECTION 1** and **SECTION 2**, above.

SECTION 4. Nothing contained in this Agreement shall prevent the Hospital from designing, establishing, implementing or discontinuing any program or process already undertaken by the Hospital, or undertaken by the Hospital after the execution of this Agreement.

SECTION 5. The description of managerial prerogatives set forth, above, is not all inclusive, but merely indicates the type of managerial prerogatives which belong to, and are inherent in, the Management of the Hospital, and shall not be construed in any way to exclude any other Hospital managerial prerogatives not specifically described in this Agreement.

ARTICLE 4: NON-DISCRIMINATION

The Hospital and the Association agree that they will not discriminate against any RN, either in hiring, promoting, or assigning to positions, or in regard to any other term or condition of employment, on the basis of race, color, national origin, religious affiliation, sex, age, marital status, sexual orientation, disability, gender identity, genetic information or any other protected class status in accordance with applicable federal, state and local laws.

ARTICLE 5: CATEGORIES OF RNs

SECTION 1. REGULAR RN

A Regular RN is a RN who is regularly employed to work a pre-determined work schedule of twenty (20) more hours per workweek (.5 FTE). Regular RNs are eligible for Hospital-sponsored benefits as described in other articles of this Agreement.

SECTION 2. RELIEF CHARGE RN

A Relief Charge RN is a RN who is scheduled or designated in charge when a regular Charge RN is either not scheduled or is practicing in another capacity. Relief Charge Assignment is assigned based on RN experience and abilities. Relief Charge RNs receive relief charge pay as defined in **ARTICLE 10: OVERTIME AND PREMIUM PAY.**

SECTION 3. PRN

A Per Diem RN is a RN who is employed to work on an as-needed basis, and not regularly scheduled to work. Per Diem RNs receive a pay differential as defined in **ARTICLE 10: OVERTIME AND PREMIUM PAY.** based on their commitment as defined in the relevant Per Diem Tier I or Per Diem Tier 2 Agreements within their department.

ARTICLE 6: PROBATIONARY RNs

SECTION 1. Newly hired full-time RNs shall be considered probationary for a period of ninety (90) calendar days of continuous active employment from the date of hire, excluding time lost for sickness and other leaves of absence. Part-time and Per Diem RNs shall also be considered probationary for a period of ninety (90) calendar days of continuous active employment from the date of hire.

SECTION 2. Upon written notice to the RN and the Association, the Hospital, in its discretion, may extend the probationary period of a full-time or part-time RN by up to an additional three (3) continuous months of active employment.

SECTION 3. During the probationary period, the Hospital may discharge any such RN at will. The Hospital will make every effort to provide written notice of such discharge at least one (1) week before the end of the probationary period.

SECTION 4. Although PTO and EIB hours accrue beginning the date of hire, these hours may not be used during the probationary period, including any extension. Upon successful completion of the probationary period, a RN will be granted service credit in his/her job classification retroactive to his/her date of hire; further, PTO, EIB or other accrued benefits will become available for use in accordance with the relevant provisions of the Agreement and applicable Hospital policies.

ARTICLE 7: HOURS OF WORK AND WORK SCHEDULES

Due to the demanding nature of hospital services, it is necessary to operate many areas on a twenty-four (24) hour per day, seven (7) day per week basis. Shifts, start times, and shift durations shall, therefore, vary throughout the Hospital and may change from time to time. When changes in shifts, start times, and shift durations are anticipated, the Hospital shall make every effort to notify the Association and the affected RNs at least two (2) workweeks before implementation of the scheduled change.

SECTION 1. REGULAR WORKDAY

The workday shall be a twenty-four (24) hour period beginning with the starting time of the individual RN's shift.

The regular workday for twelve (12) hour shift RNs shall be twelve and one half (12 ½) hours of work, exclusive of one half-hour unpaid meal period. The regular workday for eight (8) hour shift RNs shall be eight and one half (8 ½) hours of work, exclusive of one half hour unpaid meal period. The regular workday for ten (10) hour shift RNs shall be ten and one half (10 ½) hours of work, exclusive of one half hour unpaid meal period.

SECTION 2. MEALS AND REST PERIODS

- A. **REST PERIOD/BREAK.** RNs may arrange with their supervisor for a rest period(s) during the workday. Such breaks count as work time, shall be approved in advance by the supervisor, and must not result in an interruption of necessary services. Breaks may not be accumulated or taken at the beginning or end of a shift.
- B. **MEAL PERIOD.** RNs who work scheduled shifts of five (5) hours or more are entitled to a duty free unpaid meal period of thirty (30) minutes. RNs who remain on duty at their workstations during their 30-minute meal period must complete a Missed Meal Period Form to submit to their supervisor and they will be paid for the time

- C. worked. Meal periods should not be scheduled at the start or end of a shift. Time worked in lieu of meal periods will be considered for overtime purposes.

SECTION 3. WORK SCHEDULES

- A. After the schedule has been posted, any change requested by the RN is subject to the written approval of the RN's supervisor. Work schedules shall be posted at least two (2) workweeks in advance and shall cover at least two (2) scheduled weeks. The RN must arrange for satisfactory coverage if the RN desires a change in the schedule after the schedule has been posted. In the event of an emergency, a request for a schedule change without a replacement will not be unreasonably denied.
- B. A Regular RN scheduled to work who reports to work, but no work is provided, shall be paid only for the actual time spent at work until the RN is sent home.

ARTICLE 8: WEEKEND ROTATION

SECTION 1. ROTATION. The pattern of scheduling and assigning work including shift rotation, weekend rotation, and holiday rotation will be determined by the Hospital in accordance with current practice in each department; however, due consideration will be given to the limited availability of certain RNs and that variations may be made by the Hospital in order to meet operational needs and changes. A weekend shall be defined as the calendar days of Saturday and Sunday for day shift RNs, and/or Friday and Saturday nights for night shift RNs.

SECTION 2. WEEKEND OFF. Regular full-time and part-time RNs shall normally be scheduled to receive every other weekend off. The RN, Hospital, and Association, however, may agree to alternate weekend off patterns by alteration of position weekend master schedules (e.g. change from every other weekend to every third weekend or every weekend, etc.). The parties must agree to such an adjustment of master schedules in writing prior to implementation. It is agreed that to schedule every other weekend off, days off in alternate weeks may be split and may vary as deemed necessary by the Hospital. All voluntary exchanges of days off shall be subject to approval of the Nursing Administration. Positions shall be posted in a manner that will allow for equitable distribution of weekend work among all regularly scheduled bargaining unit RNs within each nursing unit. Hours worked on weekend shifts will be counted as hours worked within the workweek for overtime purposes

ARTICLE 9: WAGES

SECTION 1. ANNUAL MERIT PAY SYSTEM INCREASES

- a. Wage Increases for bargaining unit RNs will utilize the "Merit Pay System" currently in place at Hospital (the Hospital's "Merit Pay System"). Annual wage increases will correspond to each RN's score or rating on his or her annual evaluation.
- b. RNs hired at least 3 months prior to the effective date of annual Merit Pay System increases shall be eligible for increases pursuant to the Merit Pay System, pro-rated for any RN employed less than 12 consecutive calendar months. RNs with less than 3 months seniority (that is, still in their Probationary Period) shall not be eligible for a Merit Pay System increase until the following calendar year. RNs whose wages are at or above the maximum for their respective wage ranges will receive no Merit Pay System increase.

- c. The Hospital reserves and shall exercise its right to hire-in and otherwise to pay an RN during and upon completion of his/her probationary period, at a rate, within the RN's appropriate rate range for his/her position, that is consistent with that individual's prior relevant education and experience, so long as that newly-hired RN does not receive a rate of pay higher than an incumbent RN with similar education and experience.

SECTION 2.

The Hospital and the Association agree that each and every compensation provision set forth in this Agreement - including, by way of example only, the wages set forth in this **ARTICLE 9: WAGES** of this Agreement - is intended to remain "status quo" upon and following the expiration or termination of this Agreement (pursuant to **ARTICLE 33: DURATION** of this Agreement), such that the specific rate of such compensation in effect upon such expiration or termination shall remain unchanged, unless and until a new collective bargaining agreement succeeding this Agreement is reached or the Hospital and the Association reach a lawful impasse in negotiations toward a new collective bargaining agreement intended to succeed this Agreement, in which event the specific rate shall be adjusted, if at all, in accordance with the new collective bargaining agreement, or the implementation of a "final offer" in the event of a lawful impasse, as the case may be.

The Hospital and the Association further agree that the provisions set forth in this **SECTION 2.** of this **ARTICLE 9: WAGES** are specifically intended to constitute a clear and express statutory waiver by the Association of any statutory or contractual right which otherwise would inure to the benefit of the Association and/or the RNs represented by the Association for the purposes of collective bargaining who are covered by this Agreement relative to the compensation provisions of this Agreement referenced above - Thus, the Hospital and the Association agree that the provisions set forth in this **SECTION 2** of this **ARTICLE 9:**

WAGES are specifically intended to negate the holding of the National Labor Relations Board in *The Finley Hospital*, 359 N.L.R.B. No 9 (September 28, 2012) and the underlying rationale of the Board resulting in the Order issued by the Board in *The Finley Hospital*, *supra*.

ARTICLE 10: OVERTIME AND PREMIUM PAY

SECTION 1. WEEKLY COMPENSATION

Work authorized in accordance with Hospital policy in excess of forty (40) hours worked per week shall be compensated at the rate of time and one-half (1-1/2) the regular rate of pay for day(s) on which the overtime is worked. EIB, PTO, working on holidays, and any continuing education (CE) programs, in-service programs and/or meetings which are not mandatory will not be considered as hours worked for purposes of calculating overtime in that workweek.

SECTION 2. AUTHORIZATION OF OVERTIME

All overtime worked by a RN shall be authorized in advance, otherwise the claim for overtime shall be subject to review by the Hospital. If it is not practicable to secure authorization in advance, the RN shall record the overtime on the day it is worked and the reasons therefore on a record as specified by the Hospital. The RN shall give said overtime report to the Nursing Supervisor for review at the earliest opportunity.

SECTION 3. PRN DIFFERENTIAL

PRN RNs receive a premium of percent (15% OR 20%) above his/her base rate in lieu of all benefits. PRN RNs are eligible for premium pay and differentials as specified in this Agreement.

SECTION 4. RELIEF CHARGE DIFFERENTIAL

Eligible RNs assigned by the Hospital in its discretion to serve in a relief charge function shall be paid an additional One Dollar and Fifty Cents (\$1.50) per hour for time spent performing the charge function.

SECTION 5. SHIFT DIFFERENTIAL

An Evening/Night Shift differential of One Dollar and Fifty Cents (\$1.50) per hour shall be paid to an employee for all hours worked during the employee's entire scheduled shift if the majority of the employee's work hours occur during the 2:30 p.m. to 7:30 a.m. the next day.

ARTICLE 11. STANDBY, CALL-BACK AND WORK SCHEDULES

SECTION 1. STANDBY/ON CALL

A RN who is placed on standby/on call duty for scheduled hours or for hours beyond the RN's regularly scheduled workday or workweek shall be compensated for such standby time at two dollars and fifty cents (\$2.50) an hour for all hours in such standby status.

SECTION 2. CALL-BACK

In the event a RN who is "on call" (standby status) is called back to work, after the RN has vacated the premises, the RN shall receive time and one half (1 ½) their straight time hourly rate of pay for all hours worked per that call in. A Regular Full- Time RN, Regular Part-Time RN and/or a PRN RN who has been placed on call and then called back to work shall be guaranteed a minimum of one (1) hours of work plus one hour (1) travel pay.

RNs will not be paid standby and call back compensation simultaneously; that is, on call/standby pay ceases when call back pay begins.

ARTICLE 12: SENIORITY

SECTION 1. DEFINITION

(a) Seniority is defined as the length of time a RN has been continuously employed in any capacity by the Hospital predicated on the most recent date of hire.

SECTION 2. ACCRUAL

(a) A newly-hired RN's seniority shall commence after the completion of his/her probationary period and shall be retroactive to the date of his/her last hire.

(b) Seniority shall accrue during a continuous authorized leave of absence with or without pay, provided the RN returns to work immediately following the expiration of such leave.

SECTION 3. APPLICATION

(a) Seniority shall be a factor in determining the eligibility for computation of benefits and the selection of PTO.

SECTION 4. TERMINATION OF SENIORITY

Seniority shall be terminated by voluntary resignation, discharge for just cause, ninety (90) consecutive days of unemployment as a result of reduction in staff, or failure to return from a leave of absence in accordance with the terms of the leave. A RN who is re-employed following termination of seniority (an absence of more than 90 days) shall be considered as a newly-hired RN for all purposes under this Agreement.

SECTION 5. RESTORATION OF STATUS

RNs who maintain the same skill level and return to employment in accordance with the provisions of this article within ninety (90) days of the date of separation shall be restored to their former status with respect to seniority, salary classification and all fringe benefits; however, there shall be no accumulation of earnings or benefits during the period of separation, nor shall the Hospital be required to provide any insurance coverage that may have lapsed until such coverage has been re-applied for by the RN. In the event of such a re-application by the RN, the coverage, if granted, shall be effective as of the earliest possible date consistent with the hospital's policy.

ARTICLE 13: LOW CENSUS/ LAYOFF

SECTION 1. LOW CENSUS ROTATION.

When low patient volume requires adjustment in staffing, low census and/or on-call time will be assigned within a department or job code in the following descending order of priority:

- a. RNs working overtime hours.
- b. Volunteers requesting low census under guidelines established by the Hospital
- c. Per Diem RNs
- d. Part time RNs working above their approved scheduled hours.
- e. Agency/contracted RNs
- f. Regular full-time and regular part-time RNs.

Low census days/hours shall be rotated in accordance with applicable Hospital policies and procedures. The Hospital will endeavor to rotate low census days/hours equitably among all

RNs within a department/unit, providing skills, competence, ability and availability are considered substantially equal as determined by the Hospital.

The Hospital may assign low census days/hours on a partial or full-shift basis, in its discretion. RNs assigned a partial shift low census after reporting to work shall be entitled to pay for time worked in accordance with WV State Wage and Hour regulations, or two (2) hours of pay at their base rate, whichever is greater.

In administering low census days/hours, the Hospital will maintain a skill level mix appropriate to the remaining patient requirements. RNs may elect to use accumulated, unused PTO to be compensated for hours lost due to the low census assignment.

A regular RN taking voluntary or mandatory low census shall not have his/her PTO and EIB leave accrual rates reduced as a result of the low census assignment.

SECTION 2. LAYOFF AND RECALL

In the event the Hospital determines to conduct a layoff, the Hospital will attempt to communicate information about the impending layoff as soon as possible. However, management reserves the right to alter the layoff procedure and withhold detailed information about the layoff as confidential business information, as permitted by law, in order to protect the Hospital's business interests.

SECTION 3. REHIRE

When a vacancy exists, the Hospital will consider rehiring any qualified RN interested in the position who was terminated from any hospital for reasons other than for cause.

If Rehired Within 90 Days:

A RN rehired after an absence of 90 days or less:

- ☐ Will have his/her last hire date restored;
- ☐ Will have paid benefits restored the first of the following month, if eligible;
- ☐ May enroll in elective benefits the first of the following month, if eligible;

- ☐ May begin or resume participation in the 401(k) plan as of the next permitted enrollment/reenrollment date, if eligible; and
- ☐ Will have accrued EIB as of his/her termination date restored.

ARTICLE 14. POSITION POSTING AND FILLING OF VACANCIES

SECTION I. POSTING

RN positions under this Agreement which are permanently vacated or newly created by the Hospital shall be posted on the Hospital website and other external websites (i.e., Indeed.com) for a minimum of seven (7) calendar days.

The Hospital website shall include the job title, pay grade, and salary range, a summary of position duties, FTE, any special demands (such as extensive weekends, holidays, etc.), position requirements (such as experience or educational requirements), person to contact, and instructions on how to apply. Job descriptions shall be available in the Human Resources Department. Qualifications shall be the required skills, license, certification, education, experience and ability to perform in the position at the required level with normal orientation to the unit and its procedures.

A vacancy is defined as an opening in a bargaining unit position which Hospital has decided to fill with an RN. The Hospital retains the discretion not to fill an open position.

To be eligible for consideration, RNs must file an application to fill a posted vacancy during the posting period. Any non-probationary RN with a satisfactory work performance record in his/her current position and who also meets the minimum qualifications may request, in writing, a transfer to fill such vacancy. The Hospital may disqualify an applicant who has less than six (6) months service in his/her present position or who is not currently in good standing in their present position. The Hospital will transfer the most qualified candidate on the basis of comparative qualifications, skill, ability, education, experience, and seniority.

Where qualifications, skill, ability, education, and experience of two or more applicants are reasonably equal, the Hospital will award the transfer to the bargaining unit RN with the greater seniority. If no applicant from the bargaining unit is qualified for the position, the Hospital may hire from outside the unit.

Where a vacancy is defined herein becomes available on a particular unit, classification, shift and category of employment (FT or PT), and a non-probationary RN in that unit, classification and category of employment desires a change to that shift, he/she will be placed in that position. In the event where more than one RN requests the transfer, bargaining unit seniority shall prevail.

SECTION 2. PREFERENCE IN FILLING VACANCIES

All RNs employed by the Hospital may apply for such permanent vacancy or newly created position and shall be given preference in filling such vacancy based on length of service with the Hospital as a RN, provided: 1) the RN is, in the reasonable judgment of the Hospital, equally competent and able as compared to other applicants for the vacancy; and 2) approval of the applicant will not adversely affect patient care. Denial of the position by reason of (2) shall not exceed sixty (60) calendar days unless the RN and the Hospital agree, in writing.

If a PRN RN is awarded a Regular position and has met the established eligibility requirements: (1) the RN will be eligible to be covered under the health plan on the first of the month following the date of change in status; (2) the RN will be allowed to utilize any sick leave benefits as it is accrued.

SECTION 3. OTHER SOURCES

If there is no application for the permanent vacancy or newly created position by any qualified RNs employed by the Hospital, the Hospital may fill the position from any source.

SECTION 4. TEMPORARY FILLING OF VACANCIES

The above does not prevent the Hospital from filling the permanent vacancy on a temporary basis for a temporary period up to a maximum of ninety (90) days unless such

temporary period is extended by mutual consent. The Association agrees that it will not unreasonably withhold consent to extending the temporary period.

SECTION 5. LIMITS ON APPLICATIONS

Any RN employed by the Hospital who applies for and is awarded a posted position may not apply for another vacancy before six (6) months unless there is mutual agreement between the Hospital and the RN.

ARTICLE 15: EXTENDED ILLNESS BANK

Extended Illness Bank Extended illness bank (EIB) hours accrue each pay period for use beginning the following pay period. EIB usage for family illness is limited to 24 hours per occurrence when on leave of absence.

Base Rate The hourly rate of pay that does not include any differentials, in-service hours, orientation hours, bonus time or other special adjustments.

Immediate Family Member For purposes of this policy, immediate family members are limited to:

- Spouse.
- Child or stepchild residing with the RN under age 18
- Dependent children over age 18 who meet the FMLA Federal guidelines.

Family Emergency

An illness, injury or other medical emergency involving an RN's immediate family member.

1.0 POLICY

Employee Category	Hours per Accrual Period	Max. Hours per Year	Max. Bank Hours
Department Heads	2.48	64	480
40 hrs per week	2.48	64	480
36-39 hrs per week	2.23	58	480
32-35 hrs per week	1.98	52	480
20-31 hrs per week	0.81	21	480

- EIB may be paid to an RN on a continuous medical leave of absence beginning on the third (3rd) day of absence.
- EIB may be utilized for an Intermittent Leave of Absence after verification of FMLA Intermittent Leave Status by the physician.
- The waiting period for continuous medical leaves of absence may be waived if an RN is admitted as an inpatient to an acute care hospital on the first day of the absence.
- EIB may not be utilized until an RN has completed his/her introductory period.
- All EIB will be at the RN's base rate.
- RNs must provide appropriate notice for each and every scheduled workday or shift from which the RN will be absent due to situation covered by this policy unless the supervisor acknowledges on the initial contact from the RN that the absence will be

for more than one scheduled workday. Absences of more than 3 days may be considered FMLA or require a personal leave of absence, depending on the reason for the absence.

- Unused accrued EIB may not be converted into PTO hours, cashed out or paid out upon termination of employment.
- The facility reserves the right to request an RN to obtain a medical verification of illness or injury from a physician or practitioner selected by the facility.
- EIB will not continue to accrue during any period of paid or unpaid leave of absence.
- EIB may not be utilized during an RN's voluntary termination notice period.
- The maximum EIB accrual for all RNs shall be 480 hours
- Temporary and PRN RNs do not accrue EIB hours.

2.0 COORDINATION WITH WORKERS' COMPENSATION

- If an RN is off work due to a work related accident or illness, and receives workers' compensation income replacement retroactive to the first day he/she is off work due to the accident or illness, accumulated EIB hours may not be used for any of the time the RN is unable to work due to the accident or illness.
- Accumulated EIB hours may not be used to supplement an RN's workers' compensation income replacement.

ARTICLE 16: LEAVES OF ABSENCE

SECTION 1 - GENERAL APPLICATION PROCEDURES

The Hospital shall have the right to establish procedures, including required certifications, for all leaves of absence.

Application. An application for a leave of absence, extensions and required approval shall be in writing setting forth details of the leave. Such details shall include, but not be limited to, the type of leave requested, the starting and terminating date of the leave requested and the reason for the requested leave (if applicable). The application is to be initiated by the Regular RN. No leave can be taken without specific prior written approval by the Hospital. This application /approval procedure may be waived in writing in emergency situations; however, such a leave of absence must be confirmed in writing within a reasonable time after the emergency. A Regular RN who fails to return from an approved leave, after written notice has been sent by the Hospital, may be terminated. Specific details regarding each type of leave are found below.

Except where otherwise required by law, leaves of absence may be granted by the Hospital after the Regular RN has completed at least twelve (12) months of continuous employment at Hospital.

Benefit Continuation During A Leave of Absence. The Regular RN will be entitled to Hospital-sponsored health and welfare benefits during a leave of absence in accordance with the details of the specific leave requested by the Regular RN. Health and welfare benefits are active for a maximum of ninety (90) days from the start of a Regular RN's leave of absence. After that time, the Regular RN may elect to continue health insurance benefit coverage under COBRA regulations. The Regular RN will be responsible for paying the full premiums for health insurance benefit coverage under COBRA regulations.

Seniority While on Leave. Regular RNs on leave pursuant to this Article for up to a maximum of three (3) consecutive months shall not lose or accrue seniority during the leave period.

SECTION 2. FAMILY AND MEDICAL LEAVE

- a. **General.** The Hospital recognizes there may be occasions when Regular RNs have the need to take intermittent or extended time off from work for reasons covered by the Family and Medical Leave Act ("FMLA"). Eligibility for FMLA leave, the terms and conditions upon which FMLA leave will be granted, and reemployment following FMLA leave will be governed by applicable law and applicable Hospital policies and procedures.
- b. **Eligibility.** The Regular RN must have been employed by the Hospital for at least twelve (12) months of continuous service and have worked at least 1,250 hours during the preceding twelve months to be eligible for FMLA leave.
- c. **Notice Required.** FMLA leave should be requested thirty (30) calendar days in advance where the need for leave is foreseeable, or as soon as possible if not foreseeable.
- d. **Length of FMLA Leave.** Eligible Regular RNs may take up to twelve (12) workweeks of unpaid leave within a twelve (12) month period beginning with the Regular RN's first use of FMLA and measured on a rolling twelve (12) month period. FMLA leave shall be granted (1) to care for the Regular RN's child after birth or placement for adoption or foster care; (2) to care for the Regular RN's family member who has a serious health condition (as defined by applicable law); or (3) due to the Regular RN's serious health condition (as defined by applicable law) which renders the Regular RN unable to perform the Regular RN's job. If the Regular RN and spouse are both employed by the Hospital, the combined leave for both employees is twelve (12) workweeks of leave during any twelve (12) month period for care of a parent or child.

In the case where medical leave is the result of work-related injury or illness, FMLA leave and medical leave permitted under worker's compensation guidelines will run concurrently.

- e. **Use of Paid/Unpaid Leave.** The Regular RN will be required to exhaust all available paid leave, including vacation, sick and personal leave for which they would be eligible, as part of his/her FMLA leave, unless otherwise exempted from this requirement under WV state regulations. This time must be exhausted before unpaid leave time begins, and runs concurrently with the start of the FMLA leave. All time off taken for an FMLA-covered reason will count against a Regular RN's FMLA entitlement, even when the Regular RN was also on paid leave, or on other unpaid leave.
- f. **Reemployment Following FMLA Leave.** Reemployment following FMLA leave will be governed by applicable law and Hospital policies and procedures, including policies and procedures governing the presentation of medical certification where applicable.
- g. **Benefit Continuation During FMLA Leave.** During FMLA leave, the Regular RN will be entitled to Hospital-sponsored health and welfare benefits on the same basis as if in an active work status. The Hospital will pay its portion of the benefit cost, and the Regular RN must pay the same level of benefit contribution as if in active status.
- h. **New Parent and Pregnancy Leaves of Absence:** The Hospital will offer "Pregnancy/Maternity Leave" in accordance with WV State regulations. To the extent permitted by applicable WV State law, such leaves will run concurrently with FMLA leave if the Regular RN is also eligible for FMLA leave.

Section 3: Personal Leave

- a. **General.** The Hospital recognizes there may be occasions when Regular RNs have the need to take extended time off from work. Regular RNs may request a personal leave of absence (LOA) for reasons that do not qualify for any other type of leave available. The LOA may be granted, in the Hospital's sole discretion, if the Regular RN meets eligibility and other requirements.
- b. **Eligibility.** Regular full-time and regular part-time Regular RNs who have completed at least one year of continuous service and have budgeted/approved hours of at least forty (40) per pay period may be considered for Personal Leave.
- c. **Notice Required.** The Regular RN must complete a "Leave of Absence Request Form." Written notice to request a personal leave must be given to the Human Resources Department for approval at least thirty (30) calendar days in advance, or as soon as possible.
- d. **Length of Personal Leave.** A Personal Leave of absence may be granted to cover an absence of more than five (5) days and may extend to a maximum of twelve (12) weeks.
- e. **Use of Paid/Unpaid Leave.** The Regular RN will be required to use all available PTO. This time must be exhausted before unpaid time begins.
- f. **Reemployment Following Personal Leave.** The Hospital will attempt to place the Regular RN in a comparable position when he/she returns from a Personal Leave of absence; however, the Hospital cannot guarantee the same position vacated or

hold a position for the Regular RN while he/she is on a Personal Leave.

Termination of employment may result if a position is not available within two (2) weeks of return from Personal Leave.

- g. **Benefit Continuation During Personal Leave.** Benefits continue until the end of ninety (90) calendar days after the Regular RN begins the Personal Leave of Absence. If the Regular RN is taking Personal Leave for a time period longer than 90 days, he/she may purchase health benefits under COBRA, if eligible.

Section 4: Military Leave

The Hospital will grant military leave in accordance with applicable law and Hospital policies and procedures.

Section 5: Bereavement Leave

Regular full-time and all regular part-time Regular RNs are eligible for up to a maximum of twenty four (24) hours of leave paid at the Regular RN's base rate to make arrangements for and to attend the funeral of a member of the Regular RN's immediate family. For purposes of this leave, immediate family members include spouse, children, grandchildren, siblings, parents, grandparents, parents-in-law, daughter-in-law, son-in-law, step-parents, step-children, and any other family member residing in the same household with the Regular RN and for whom the Regular RN has legal responsibility.

Section 6: Witness or Jury Duty Leave

Leave for witness or jury duty shall be provided in accordance with applicable Hospital policies and procedure and in accordance with applicable law. A Regular RN who misses scheduled work day(s) due to required jury duty, or due to appearing as a witness for the Hospital in litigation involving the Hospital, will be paid an amount which, will be the equivalent of the Regular RN's base rate times the Regular RN's budgeted/approved work hours exclusive of any differentials and pay premiums, including overtime, for a maximum of fifteen (15) days. The Regular RN may elect to use accrued PTO in order to receive payment for additional days while serving jury duty. Night shift Regular RNs may elect to receive compensation under this section for either the shift before or following jury duty. A Regular RN must promptly notify his/her department manager when the Regular RN learns of the jury duty or witness leave. The Regular RN is required to provide proof of jury duty or witness leave.

ARTICLE 17: PAID TIME OFF

1.0 ACCRUALS

Employee Category	Year 0 – 4			Year 5 – 9			Year 10+		
	Hours per Accrual Period	Max. Hours per Year	Max. Bank	Hours per Accrual Period	Max. Hours per Year	Max. Bank	Hours per Accrual Period	Max. Hours per Year	Max. Bank
Department Heads	7.70	200	320	9.23	240	320	9.23	240	320
40 hrs/week	6.16	160	320	7.70	200	320	9.23	240	320
36-39 hrs/ week	5.54	144	320	6.93	180	320	8.30	216	320
32-35 hrs/week	4.92	128	320	6.17	160	320	7.39	192	320
20-31 hrs/week	3.08	80	320	3.85	100	320	4.61	120	320

- Eligible RNs shall begin accruing PTO beginning with their first day of employment.
- PTO time will accrue each pay period based on tenure and hours worked not to exceed 26 pay periods per year. If a leave of absence extends beyond one complete pay period, PTO accruals will stop the beginning of the next pay period and resume as of the first full pay period after the RN returns.
- Temporary and PRN RNs do not accrue PTO hours.

2.0 USE OF ACCRUED PTO

- All PTO will be paid at the RN's base rate.
- Non-exempt RNs may use PTO time in 15 minute increments.
- At the discretion of the facility, a *nonexempt* RN may use PTO hours when his/her hours are reduced during periods of low census (in 15 minute increments), although an RN will not be paid for on-call time and PTO simultaneously.
- If a death in the family which would otherwise be eligible for bereavement leave occurs during an RN's PTO, bereavement leave may be substituted for PTO with the approval of the department head.

- Cash-out of accrued PTO hours at seventy percent (70%) of full value may be permitted twice annually (See Section 6.0 PTO Cash-out Option below)..

3.0 RESTRICTIONS ON USE OF ACCRUED PTO

- RNs may not use accrued paid PTO until they have completed their 90-day introductory period.
- The number of PTO hours that may be utilized in any workweek are limited to the number of hours which, when added to hours actually worked, equal the number of hours that the RN is regularly scheduled (budgeted) to work in that same workweek.

4.0 PROCEDURE

- All RNs desiring to use PTO should submit an RN Activity Request (Form 36) to their supervisor for approval.
- If two or more non-exempt RNs in the same job category request the same PTO, the RN with the earliest official date of hire may be given preferential consideration, at the supervisor's sole discretion.
- If an RN's request for PTO is denied due to workload, the supervisor should suggest alternate dates for the RN's PTO. Utilization of accrued PTO may not continuously be denied to an RN for longer than a 6-month period and should not result in lost PTO time at year end.

5.0 CARRYOVERS

RNs will stop accruing PTO if they reach their annual accrual maximum.

6.0 PTO CASH-OUT OPTION

RNs with one year of service may "cash-out" PTO hours twice during a calendar year. The cash-out rate is 70%. RNs may cash up to eighty (80) hours per cash-out but must retain a minimum balance of eighty (80) hours (due to built-in holidays and sick time).

7.0 TERMINATIONS

- Accrued PTO may be utilized during an RN's voluntary notice period at the discretion of the facility.
- Except as specified below, for all terminations, RNs are paid for all PTO accrued but unused as of the last full pay period worked.
- If an RN has outstanding authorized debts at the time of termination (e.g., education reimbursements, relocation expenses, sign-on bonuses), the value of any unused accrued PTO may be applied to the debt, subject to certain restrictions.

ARTICLE 18: HOLIDAYS

1.0 DEFINITIONS

Regular Rate The hourly rate of pay, which is determined by adding to an RN's Base Rate any shift differentials, bonuses, special adjustments, or other amounts paid for compensable working time.

Base Rate The hourly rate of pay that does not include any differentials, bonus time or other special adjustments.

2.0 POLICY

This policy shall apply to all eligible RNs.

- The following holidays will be observed pursuant to the terms of this policy:

New Year's Day

Labor Day

Memorial Day

Thanksgiving Day

Independence Day

Christmas Day

3.0 COMPENSATION

- Non-Exempt regular and PRN RNs who work on the actual legal holiday will be paid:
 - One and one-half times the RN's regular rate.
- Hours eligible for holiday pay under this policy shall be the entire shift worked if the majority of the hours worked fall between 12:01 a.m. on the actual legal holiday and ending at midnight of the actual legal holiday
- RNs who are scheduled off on any observed holiday may be paid PTO for the holiday by completing and RN Activity Request Form as long as they are not paid more hours than their hire status.
- Pyramiding of holiday pay and overtime pay is not permitted.

ARTICLE 19. HEALTH AND WELFARE BENEFITS

[Note: The Hospital proposes to include this **ARTICLE 19: HEALTH AND WELFARE** in an initial collective bargaining agreement only upon the submission by the Association to the Hospital of a written admission that the Association's Certification by the National Labor Relations Board in Case Number 10 -RC-087616 arose out of the Association's organizing among, and the conduct of an election conducted by the National Labor Relations Board among, the Hospital's Registered RNs pursuant to the terms of a Labor Relations Agreement between the Hospital and the Association, which Labor Relations Agreement is enforceable under Section 301 of the Labor Management Relations Act, and which Labor Relations Agreement included a provision providing for the submission of any unresolved disputes between the Hospital and the Association about compliance with, or construction of, the Labor Relations Agreement, to final and binding arbitration, and which Labor Relations Agreement further provided for the inclusion of this **ARTICLE 19: HEALTH AND WELFARE** in an initial collective bargaining agreement.

(1) The Hospital shall offer each Regular RN the following "Health and Welfare Benefits" during the term of this Agreement:

⊙ The medical, dental and vision benefits provided under the Community Health Systems Group Health Plan (including the choice of either the Basic Medical or Premier Medical benefit options, and the dental and vision benefits, offered under such plan). A copy of the Community Health Systems Group Health Plan in effect as of the mutual execution of this Agreement is annexed to, and made a part of, this Agreement as **"Exhibit A."**

⊙ The flexible spending account benefits provided under the CHS/Community Health Systems, Inc. Flexible Benefits Plan. A copy of the CHS/Community Health Systems, Inc. Flexible Benefits Plan in effect as of the mutual execution of this Agreement is annexed to, and made a part of, this Agreement as **"Exhibit B".**

⊙ The life insurance benefits and the long-term disability insurance benefits provided under the CHS/Community Health Systems, Inc. Welfare Benefit Plan. A copy of the CHS/Community Health Systems, Inc. Welfare Benefit Plan in effect as of the mutual execution of this Agreement is annexed to, and made a part of, this Agreement as “**Exhibit C**”.

(2) Each RN shall pay the percentage of the monthly cost of the “Health and Welfare Benefits” described in this Article which the RN is paying as of the mutual execution of this Agreement.

ARTICLE 20: LONG TERM DISABILITY

[Note: The Hospital proposes to include this **ARTICLE 20: LONG TERM DISABILITY** in an initial collective bargaining agreement only upon the submission by the Association to the Hospital of a written admission that the Association’s Certification by the National Labor Relations Board in Case Number 10-RC-087616 arose out of the Association’s organizing among, and the conduct of an election conducted by the National Labor Relations Board among, the Hospital’s Registered RNs pursuant to the terms of a Labor Relations Agreement between the Hospital and the Association, which Labor Relations Agreement is enforceable under Section 301 of the Labor Management Relations Act, and which Labor Relations Agreement included a provision providing for the submission of any unresolved disputes between the Hospital and the Association about compliance with, or construction of, the Labor Relations Agreement, to final and binding arbitration, and which Labor Relations Agreement further provided for the inclusion of this **ARTICLE 20. LONG TERM DISABILITY** in an initial collective bargaining agreement].

For the term of this Agreement the Hospital will provide Long Term Disability Insurance benefits provided under the CHS/Community Health Systems, Inc. Welfare Benefit Plan. A copy of the CHS/Community Health Systems, Inc. Welfare Benefit Plan is annexed to and made a part of this Agreement as Exhibit C.

This benefit will be paid by the Hospital to the same extent as paid by the Hospital on September 25, 2012.

ARTICLE 21: RETIREMENT BENEFITS

[Note: The Hospital proposes to include this **ARTICLE 21: RETIREMENT BENEFITS** in an initial collective bargaining agreement only upon the submission by the Association to the Hospital of a written admission that the Association's Certification by the National Labor Relations Board in Case Number 10-RC-087616 arose out of the Association's organizing among, and the conduct of an election conducted by the National Labor Relations Board among, the Hospital's Registered RNs pursuant to the terms of a Labor Relations Agreement between the Hospital and the Association, which Labor Relations Agreement is enforceable under Section 301 of the Labor Management Relations Act, and which Labor Relations Agreement included a provision providing for the submission of any unresolved disputes between the Hospital and the Association about compliance with, or construction of, the Labor Relations Agreement, to final and binding arbitration, and which Labor Relations Agreement further provided for the inclusion of this **ARTICLE 21: RETIREMENT** in an initial collective bargaining agreement].

The Hospital shall offer each Regular RN the following "Retirement Benefits" during the term of this Agreement:

☐ The retirement benefits provided under the "CHS/Community Health Systems, Inc. Standard 401(k) Plan", including any amendment of such plan as may be necessary to provide the RN with the following:

- (i) Voluntary RN pre-tax salary deferrals,
- (ii) Hospital matching contributions equal to one hundred percent (100%) of the first one percent (1%) of each RN's compensation contributed as a deferral each year, plus fifty percent (50%) of the next five percent (5%) of the RN's compensation contributed as a deferral each year, and

(iii) A five-year graded (20%, 40%, 60%, 80%, 100%) vesting schedule applicable to such matching contributions, based on the terms of all such plans, except as provided in the preceding clause, as of January 1, 2012.

- ⊙ A copy of the CHS/Community Health Systems, Inc. Standard 401(k) Plan is annexed to, and made a part of, this Agreement as “**Exhibit D.**”

ARTICLE 22: MODIFICATION OF BENEFITS

In the event the Hospital, during the term of this Agreement, determines to modify or terminate any of the Plans described in **ARTICLE 19: HEALTH AND WELFARE BENEFITS** and/or in **ARTICLE 20. LONG TERM DISABILITY** and/or in **ARTICLE 21: RETIREMENT BENEFITS** [the “subject Plan(s)”] of this Agreement, including but not limited to any modification of contribution rates, or the identity of the provider of any benefit, and such modification or termination is applicable to all non-represented individuals employed by the Hospital who are covered by the Plan being modified or terminated, such modification or termination shall be automatically applied to the RNs covered by this Agreement, contemporaneously with the other individuals covered by the subject Plan(s). Upon a determination by the Hospital to modify or terminate any subject Plan(s), the Hospital will give no less than thirty (30) calendar days written notice to the Association (the “written notice of modification or termination”), prior to implementation of such modification or termination, which written notice shall specify the date upon which the Hospital has determined the modification(s) or termination is/are to become effective, for the purpose of providing the Association with a meaningful opportunity, if necessary or desired, to present the Hospital with other options and alternatives to the modification(s) or

termination with regard to which the written notice of modification or termination has been provided to the Association. Thereafter, the Hospital shall have the right to implement the modification(s) or termination with regard to which the written notice of modification or termination has been provided to the Association on the date specified in the written notice of modification or termination, or shall have the right to implement the modification(s) or termination with regard to which the written notice of modification or termination has been provided to the Association as modified in a written instrument mutually executed by the Hospital and the Association which may arise out of the presentation to the Hospital by the Association of other options and alternatives described above, if such be the case.

ARTICLE 23: IN-SERVICE EDUCATION, TUITION REIMBURSEMENT AND ORIENTATION

SECTION 1. IN-SERVICE EDUCATION

The Hospital shall continue to provide continuing education opportunities on an in-house basis through the Hospital's Department of Education and the respective patient care or service departments. This shall include cross-training to help RNs meet new nursing responsibilities within the Hospital.

(a) In-service education shall be provided to RNs prior to their assignment involving specialized equipment or care.

(b) In-service shall be provided at regularly scheduled hours best to meet the needs of all shifts of RNs.

(c) Any continuing education programs (CE), in-service programs and/or meetings which are mandatory will be paid at straight time hourly salary.

(d) The Hospital may require RNs to attend mandatory in-service programs when it is determined that such education is necessary for the RN(s).

(e) The Hospital shall pay for the cost of Hospital required courses.

SECTION 2. ORIENTATION

Each newly hired RN shall be given an organized and effective orientation program. The length of such program shall be determined by assessment of the skills necessary to function at the level of practice expected for the classification and the unit to which the RN is assigned. During the orientation period, the newly hired RN or a nursing student shall not be included in the staffing ratio for purposes of patient care.

SECTION 3. CONFERENCE DAYS

- A. All regular full-time and part-time RNs may request time off for purposes of attending educational programs. If granted, the RN will be required to utilize accrued PTO for such time.
- B. If a conference day is used to attend an educational program sponsored by the Hospital, the costs of the program will be waived.

SECTION 4. TUITION REIMBURSEMENT

a. General. The purpose of the Hospital tuition reimbursement program is to establish a program to provide educational assistance to RNs who obtain formal job-related education and training during employment. It is designed and intended to provide the terms and conditions for a separate written plan document pursuant to Section 127 of the Internal Revenue Code.

b. Eligibility. Regular full-time and regular part-time RNs who have budgeted/approved hours of at least 36 hours per week (.9 FTE) are eligible to submit an application for tuition assistance if they have completed three (3) months of continuous employment and are not receiving grants or assistance from any other source. Regular part-time RNs who have budgeted/approved hours of at least forty-eight (48) per pay period are eligible for tuition reimbursement on a pro-rated basis.

c. Criteria. The proposed course of study must be work-related. For purposes of this Article, "work-related" means education directly related to improving the RN's skills, knowledge, and performance in the RN's present career field or to gain advancement in a health care career. Tuition assistance is only available for courses from regionally accredited institutions, such as universities, colleges, associate degree colleges, and technical schools. Tuition assistance is not available for seminars, professional meetings, and workshops. Tuition reimbursement does not apply to continuing education units, which are necessary to maintain a license, registration or certification that is a requirement for a position. The courses for which tuition assistance is sought must be during non-work time. In determining whether to approve an application for tuition assistance, the Hospital may consider other criteria at its discretion including, but not limited to, an RN's performance record with the Hospital. Applications for tuition assistance shall be processed in accordance with applicable Hospital policies and procedures.

d. Benefits. Educational assistance is limited to:

- A maximum of Five Thousand Dollars (\$ 5,000.00) per calendar year for courses at approved nursing schools
- A maximum of Two Thousand Five Hundred Dollars (\$ 2,500.00) per calendar year for all other courses
- Expenses eligible for reimbursement include tuition, books, fees, equipment, and supplies used for and necessary to the course.
- As a condition for reimbursement, all RNs must execute an Educational Assistance Agreement before funds will be released.
- The RN must receive at least a "C" grade or equivalent to be reimbursed. In courses where no formal grade or equivalent measure of completion is normally provided, the RN must obtain a written document from the instructor or institution, satisfactory to the hospital, indicating successful completion of the course.
- Upon satisfactory completion of the course, the participating RN must submit acceptable written proof of successful course completion and grade attained to the Human Resources Department. Acceptable examples include: grade report, official transcript, certificate of completion and/or a letter on official letterhead, all as endorsed by the class instructor or official or registrar.

RNs whose employment is terminated for any reason prior to the completion of their course will not be eligible for reimbursement on any basis.

e. Repayment at Termination of Employment: The Hospital shall recover an RN's outstanding authorized debts at the time of termination (one year of service for each \$2,500 of

education expenses reimbursed), in accordance with State law. The Hospital is not required to pay out any accrued unused PTO hours as they are not considered hours worked, unless otherwise directed by state law.

ARTICLE 24: PERSONNEL RECORDS/EVALUATIONS

SECTION 1 - PERSONNEL FILES RNs and/or their designated representative shall have access to their own personnel file by appointment in the Human Resources Department. RNs and their representatives shall be permitted to take notes of items in the file but shall not remove any item or make copies of any item in the file.

No materials, including any written warning that might negatively reflect upon the RN, shall be inserted into an RN's file without first being given to, read by, and offered for signature/waiver of signature to the RN. RNs will be given a copy of any such document at the time the document is signed.

RNs may make written comments and cause them to be placed in their personnel file in response to discipline or their most recent performance evaluation so long as such comments (i) are made in writing by their own hand and signed by them; and (ii) are submitted to the Facility's Human Resources Department within seven (7) calendar days from the date they were first informed of the discipline or performance evaluation. Inappropriate comments by a RN which are vulgar, obscene or defamatory, shall not be placed in the RN's file.

ARTICLE 25: EVALUATIONS

SECTION 1. EVALUATIONS.

Each RN will be evaluated and counseled regarding the evaluation by the RN's immediate supervisor or designee at least on an annual basis. Evaluation is a collaborative, non-disciplinary process which may include peer or self-evaluation. A copy of the evaluation must be given to, read by, and signed by the RN, and then be furnished to the RN. If peer evaluation is utilized, the

RN and the Hospital may each select equal numbers of those individuals who may participate in that RN's evaluation.

ARTICLE 26: SUBSTANCE ABUSE TESTING / FITNESS FOR DUTY POLICY

Each Regular RN shall be subject to "Policy B.4 – Substance Abuse Testing / Fitness for Duty" (the Substance Abuse Policy") in effect at the time of whatever the event is which is within the scope of the Substance Abuse Policy.

A copy of the Substance Abuse Policy is annexed to, and made a part of, this Agreement as "Exhibit E."

ARTICLE 27: DISCIPLINE AND DISCHARGE

SECTION 1. The Hospital shall have the right to maintain discipline and efficiency and may discharge, suspend or discipline any RN. A RN's refusal to submit to substance testing will result in immediate termination of employment as set forth in **ARTICLE 26: SUBSTANCE ABUSE TESTING/FITNESS FOR DUTY.**

SECTION 2. Documentation of RN discipline shall be retained in the RN's Human Resources file. Warnings or any memorialized counseling, regardless of date of issuance, shall remain in the RN's personnel file.

SECTION 3. The Hospital will notify the Association of any discharge or suspension by emailing a notice of such discharge or suspension within two (2) working days from the time of discharge or suspension. The notice shall be considered given on the date emailed.

SECTION 4. For the purposes of defining “days” in this Article, working days shall exclude Saturdays, Sundays and contract holidays; while “calendar days” are inclusive of all days of the week.

ARTICLE 28: BULLETIN BOARD

The Hospital shall provide a glass-encased bulletin board for the purpose of posting proper communications issued by the Association and emblazoned with the Association logo, which shall be factual and informational in nature and which shall not be inflammatory, derogatory, defamatory, scandalous or offensive to the Hospital, and/or the Management of the Hospital, and/or any RN or representative of the Hospital.

The Association shall deliver to the Hospital’s Human Resources Department a copy of any such communication reasonably in advance of posting the communication.

ARTICLE 28: RN REPRESENTATIVES

The Association may appoint four (4) RNs who are employed by the Hospital to serve as official representatives. The Hospital shall be notified in writing of the appointment of each RN Representative before the Hospital will be obliged to recognize the RN Representative.

The functions of the RN Representative shall be to inform RNs of their rights and responsibilities under this Agreement and to ascertain that the terms and conditions of this Agreement are being observed.

The function and activities of the RN Representative shall not interfere with the job duties of the Representative or of any other RN. All time spent performing activities of the RN Representative shall be unpaid. The RN Representative shall obtain permission from the RN Representative's shift supervisor prior to engaging in any activity relating to the RN Representative function.

A RN Representative shall be provided (15) minutes at the end of the nursing orientation program for all newly-hired RNs. It is understood that the RN Representative and the newly-hired RN will both be on their own time.

ARTICLE 29: COURT DECLARATION OF THE INVALIDITY OF A "NEUTRALITY ACCORD"

The Association recognizes that the genesis of the Certification issued by the National Labor Relations Board Case No. 10 – RC - 087616 on September 25, 2012 (the "Certification"), is a "neutrality accord" between the Hospital and the Association, under the terms of which the Association conducted its organizing among the RNs employed by the Hospital, and filed the "Petition for Certification of Representative" on August 20, 2012, which resulted in the Certification.

The Association further recognizes that, in the event the Supreme Court of the United States or the United States Court of Appeals for the Ninth Circuit decide that "neutrality accords" violate § 302 of the Labor Management Relations Act, 29 U.S.C. Section 186, the Certification will be void as having been issued in accordance with, and in furtherance of, an unlawful "neutrality accord."

The Association further recognizes that, in such an eventuality, this Agreement shall become null and void and unenforceable.

ARTICLE 30: GENERAL PROVISIONS

SECTION 1. HOSPITAL HR POLICIES. To the extent a subject or matter is not expressly and specifically covered by this Agreement, the applicable Hospital policies and procedures, including Human Resources policies and procedures, shall govern. The Hospital shall have the right and authority to modify, eliminate, or create new policies and procedures, including Human Resources policies and procedures, to the extent their specific subject matter is not covered by this Agreement. The Hospital shall provide a copy of any modified or new Human Resources policies and procedures which apply to bargaining unit RNs at least thirty (30) days prior to implementation and, at the request of the Association, shall meet with the Association to discuss the policies.

ARTICLE 31: SEPARABILITY

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through governmental regulation or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect. The parties agree that if any provision of this Agreement shall be declared invalid or otherwise become unlawful, the parties shall enter into negotiations to attempt to reach a mutually satisfactory replacement for the unlawful provision(s).

ARTICLE 32: AMENDMENT

This Agreement shall not be amended for the entire duration of the Agreement except by a written instrument containing the original dated signatures of at least one authorized representative of each party and specifying the agreed change(s) in writing.

ARTICLE 33: DURATION

Section 1. This Agreement will become effective upon mutual execution by the Parties and will remain in full force and effect through 11:59 P.M., Eastern Time, on May 31, 2017.